

**AGREEMENT**

**by and between the**

**Illinois Federation of Public Employees, Local 4408  
AFT/AFL-CIO**

**and the**

**Department of Central Management Services**

**State of Illinois**

**for RC-56**

**July 1, 2006 – June 30, 2008**

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## AGREEMENT

This Agreement is made and entered into, this the date of signature, by and between the Illinois Department of Central Management Services on behalf of all agencies, subject to the Illinois Public Labor Relations Act (5 ILCS 315), hereinafter referred to as "Employer", and the Illinois Federation of Public Employees, Local 4408, AFT/AFL-CIO, hereinafter referred to as "IFPE", on behalf of the employees in the collective bargaining unit described in Article I of this Agreement.

## PURPOSE

Whereas, IFPE was certified by the Illinois Labor Relations Board – State Panel, State of Illinois, on March 6, 2006, in Case No. S-RC-05-006, as the exclusive bargaining representative for the purpose of bargaining for the employees; and

Whereas, it is the intent and purpose of the Employer and IFPE to set forth the accords between them, for the term thereof, of the rates of pay, the hours of work, and the other terms and conditions of employment to be observed by the employees covered and the parties in order to establish harmonious relations and to provide equitable treatment of the covered employees;

Therefore, the following Agreement is entered into.

ARTICLE I  
RECOGNITION

Section 1. Recognition

The Employer recognizes the Illinois Federation of Public Employees, Local 4408, AFT/AFL-CIO, hereinafter referred to as "IFPE" as the sole and exclusive bargaining representative for employees in classifications listed in Appendix A; excluding all other individuals including professional employees, confidential employees and managerial employees within the meaning of the Illinois Public Labor Act as may be amended from time to time in accordance with the provisions of this Agreement and the Rules and Regulations of the Illinois State Labor Relations Board.

Section 2. Successor Classes

The parties agree that if a new classification is a successor title, or replacement title, to a classification covered by this Agreement, with no substantial change in duties, the parties shall stipulate to the inclusion of such classification in Appendix A of this Agreement.

Section 3. New Classifications – Scope of the RC-056 Unit

The Employer agrees to meet and discuss with IFPE the inclusion or exclusion of any and all newly instituted job classifications which may be described within the scope of RC-056 as follows:

A state-wide supervisory unit covering certain classifications in the Departments of Agriculture, Natural Resources and the Historic Preservation Agency.

Where the parties agree to include a new classification, they shall so stipulate before the Illinois State Labor Relations Board.

The Employer shall notify IFPE of such new job classifications prior to the submission of said classifications to the Civil Service Commission.

Section 4. Changes in Existing Classifications

The Employer shall notify IFPE of any changes in bargaining unit job classifications at least twenty-one (21) days prior to the submission to the Civil Service Commission. If there is a substantial change in the class specifications the impact of such shall be the subject of negotiations between the parties, subject to request of the IFPE. If the parties are unable to agree as to the appropriate pay grade, Section 5 of this Article shall apply.

Section 5. Pay

The Employer agrees to negotiate with IFPE as to the appropriate pay grade to be assigned to job classifications determined to be included in the RC-56 bargaining unit. If no agreement is reached between the parties, IFPE shall be allowed to file a grievance in accordance with Article X of this Agreement. The grievance shall be filed at step 3 of the grievance procedure.



The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the classification series and in the bargaining unit; and in comparison to pay levels of subordinate staff.
- b) Like positions with similar job content and responsibilities within the labor market generally;

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

#### Section 6. Integrity of the Bargaining Unit

The Employer recognizes the integrity of this bargaining unit and agrees that it will not propose or take any action for the purpose of eroding it. Subject to the provisions of this Agreement, the Employer will continue to endeavor to assign bargaining unit work to bargaining unit employees. The hiring of temporary, emergency, or provisional employees appointed under the Personnel Code shall not be considered erosion.

## ARTICLE II

### DEFINITIONS

1. "Agency Head" refers to the Director of the Illinois Departments of Agriculture and Natural Resources or the Director of the Historic Preservation Agency.
2. "Director" refers to the Director of the Illinois Department of Central Management Services.
3. "Employer" refers to the Director of the Illinois Department of Central Management Services, agency heads or their representatives collectively or singly, as the context may require.
4. "Employee" refers to a person employed in the job classifications covered by the Agreement; excluding temporary, emergency, per diem, confidential, managerial or per diem employees.
5. "Probationary employee" refers to an employee in a probationary period as currently administered under the Personnel Rules; provided, however, that such probationary employee shall have no right to grieve disciplinary actions including discharges.
6. "Day" refers to workday.
7. "Workday" refers to a normal period which shall not consist of more than seven and one-half (7.5) hours which is uninterrupted by any period of except for breaks, meal periods, or leave time. For employees of the Department of Agriculture, Bureau of Meat and Poultry Inspection, the normal period shall not consist of more than eight (8) hours which is uninterrupted by any period of except for breaks, meal periods, or leave time.
8. "IFPE" refers to the Illinois Federation of Public Employees, Local 4408, AFT/AFL-CIO.

## ARTICLE III

### MANAGEMENT RIGHTS

#### Section 1. Rights Residing with the Employer

It is understood and agreed by the parties that the Employer possesses the sole right to operate its agencies so as to carry out the statutory mandate and goals assigned to the agencies and that all management rights repose in the Employer. Except as modified or amended by this Agreement, management rights include but are not limited to:

1. The right to utilize personnel, methods and means in the most appropriate and efficient manner possible;
2. The right to manage and direct the employees of the various agencies;
3. The right to transfer, assign or retain employees in positions within the agency;
4. The right to suspend, discharge or take other appropriate disciplinary action against employees for just cause;
5. The right to determine the size and composition of the work force and to layoff employees as provided in Article XV of this Agreement;
6. The right to determine the mission of the agency and the methods and means necessary to fulfill that mission including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goals or services.

#### Section 2. Non-Waiver

The above enumerations of the Employer's rights are not inclusive and do not exclude other rights not specified including those duties, obligations or authority provided under law. The exercise or non-exercise of rights retained by the Employer shall not be construed to mean that any right of the Employer is waived.

## ARTICLE IV

### ACCOUNTABILITY OF SUPERVISORS

Supervisors shall serve, represent and execute such policies, procedures and directives as are deemed necessary and proper to carry out the mission of the Employer as such policies, procedures and directives may be established. Within the scope of these policies, procedures and directives, Supervisors are to prepare, oversee and monitor the performance of Department employees, discipline and evaluate performances of subordinates in order to make such recommendations to the Employer.

ARTICLE V  
NON-DISCRIMINATION

Section 1. Prohibition

Neither the Employer nor IFPE shall discriminate against any employee on the basis of race, color, religion, national origin, sex, sexual orientation, creed, mental and or physical disability, political affiliation, age or other non merit factors.

Section 2. Employer's Responsibility

The Employer shall not discriminate against, interfere with, restrain or coerce employees because of their lawful activities on behalf of IFPE or because of their exercise of any rights granted by this Agreement or by the Illinois Labor Relations Act (5 ILCS 315).

Section 3. IFPE Responsibility

IFPE shall not restrain or coerce employees in the exercise of rights guaranteed by this Agreement or by the Illinois Public Labor Relations act (5 ILCS 315).

Section 4. IFPE Solicitation

Neither IFPE nor its members shall solicit membership during an employee's scheduled work time.

Section 5. Equal Employment - Affirmative Action

The parties agree that both have a legal and moral obligation to comply with federal and state Equal Employment and Affirmative Action Laws.

## ARTICLE VI

### DUES DEDUCTIONS

#### Section 1. Deductions

The Employer agrees to deduct IFPE membership fees and assessments upon receipt of an appropriate written authorization in accordance with the law and procedures of the Comptroller. When an employee transfers from one agency to another he/she shall be retained on dues deductions without the necessity of resubmitting additional authorization cards, unless such action would be in violation of any State law.

#### Section 2. Fair Share Agreement

Pursuant to Section 3(g) of the Illinois Public Labor Relations Act if this recognized IFPE unit has a majority of union members, as verified by the Comptroller's Office through the calculation of employees making dues deductions or other mutually agreed upon method of verification, non-union members in the unit shall be required to pay their proportionate share of the costs of the collective bargaining process, contract administration, and/or pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required to members. Such proportionate share, once certified by the exclusive bargaining agent, shall be deducted from the employee's paycheck. Such fair share provision shall remain in effect for the duration of the Labor Agreement or until it can be demonstrated to the Employer that fewer than a majority of the employees are union members.

If this IFPE unit does not have a majority of employees as union members, the exclusive bargaining agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied to non-union members. Such election shall be conducted by the Illinois State Department of Labor, or some other neutral third party upon which the parties can mutually agree. Such election shall be conducted by security mail ballot and any costs associated with the process shall be assumed by the exclusive representative. If it is determined, by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit employees who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results, and shall remain in effect for the duration of the Labor Agreement. If the majority of employees in the bargaining unit who vote do not favor the fair share provision, such provision shall not be implemented and the exclusive representative is precluded from requesting another election within one year of the certification of election results. If at any time during the Agreement the exclusive bargaining representative, through certification of the Comptroller's Office or other mutually agreed upon method of verification, can show that a majority of the bargaining unit employees are union members, the fair share provision shall be implemented during the pay period following such certification and shall remain in effect for the duration of the Agreement or until it can be demonstrated to the Employer that a majority of the employees in the bargaining unit are not union members.

### Section 3. Remittance

The Employer agrees to remit deductions made pursuant to Section 1 and Section 2 of this Article promptly to IFPE at the address designated in writing to the Comptroller by IFPE.

### Section 4. Indemnification

IFPE shall indemnify and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

## ARTICLE VII

### SENIORITY

#### Section 1. Definition

Seniority shall, for the purposes stated in this Agreement, consist of an employee's length of continuous service with in a classification covered in the RC-056 bargaining unit.

Seniority, for all employees in active employment status within a classification covered by the RC-056 bargaining unit on March 6, 2006, shall consist of an employee's continuous service with Historic Preservation Agency and the Departments of Agriculture and Natural Resources and/or their predecessor agencies.

Ties in seniority dates shall be broken as necessary. The procedure to break the ties shall be by mutual agreement between the agency and IFPE.

#### Section 2. Information

The Employer shall provide IFPE with seniority dates for all bargaining unit employees within 60 days of the effective date of this Agreement. An employee who wishes to challenge his/her seniority date must do so within 15 days of the IFPE's receipt of seniority dates by filing a grievance at Step 1 of the grievance procedure.

#### Section 3. Termination

Seniority shall be terminated when an employee:

- a) voluntarily resigns, provided that he/she is not reemployed within four (4) calendar days;
- b) is discharged, provided that should the employee be returned as a result of an appeal, his/her seniority shall be reinstated;
- c) fails to report to work upon recall as provided in Article XV;
- d) is laid off for a period of three (3) years.



## ARTICLE VIII

### HOURS OF WORK

#### Section 1. Limitation

This Article shall not be construed as a guarantee or limitation on the number of hours per day or days per week.

#### Section 2. Definition

The workweek is defined as a regularly reoccurring period of 168 hours consisting of seven (7) consecutive 24-hour periods. An employee's normal workweek shall consist of not more than 37.5 hours. For employees of the Department of Agriculture, Bureau of Meat and Poultry Inspection, the normal period shall not consist of more than eight (8) hours which is uninterrupted except for breaks, meal periods, or leave time. The normal workweek shall consist of five (5) consecutive days of work followed by two (2) consecutive days off, except in those agencies having continuous and/or seasonal operations or where rotating schedules exist.

#### Section 3. Work Schedules

The current scheduling practices shall prevail with respect to the starting and quitting times, days off, shifts or rotations thereof. Where changes in permanent schedules affecting bargaining unit employees are made by the Employer, the Employer shall notify the IFPE and upon timely request, negotiate with it concerning such changes. The Employer will provide at least ten (10) calendar days notice prior to the effective date. Disputes over such changes shall be subject to the contractual grievance procedure. The Employer reserves the right to implement such schedule changes pending resolution of any grievance.

The Employer reserves the right to make temporary or seasonal work schedule changes without negotiation. Whenever possible, those changes may be implemented with a minimum of five (5) day notice to IFPE and the employee.

#### Section 4. Rest Period

Employees shall be entitled to a non-cumulative 15-minute paid rest period at approximately midway during both the first and second half of the workday. Such rest periods shall be granted except during operational emergencies.

#### Section 5. Meal Period

The Employer agrees to grant a meal period of not less than 30 but not more than 60 consecutive minutes to employees approximately midway during the workday. Such meal periods as defined above shall be granted except in the case of an operational emergency.

## Section 6. Travel Time

Travel time, as required by the Employer, is considered work time if the travel is between work sites during the regular workday. Time spent in traveling from an employee's residence to and/or from a work site shall not be considered work time. Instances where the employee is required by the Employer to travel in excess of his/her normal commute, the time spent in excess shall be considered work time. For field staff employees in the Department of Agriculture, Bureau of Meat & Poultry Inspection their residence shall be considered his/her headquarters.

## Section 7. 4-Day Workweek

When in the judgment of the affected agencies, efficiency and economy can best be served by doing so; the agency may institute a workweek of four consecutive workdays of relative equal length on selected operations. IFPE will be notified and have the opportunity to discuss such change. Overtime shall be paid in accordance with Article IX, Section I. Any sick leave, vacation, personal leave, holidays or other time taken off shall be earned or accumulated on the basis of the normal workday.

## Section 8. Flexible Schedules

An Agency's flex-time positions shall be divided as equitably as possible. Agency will notify IFPE of those employees on Flex-time schedules. Where more employees request flex-time than positions available, the employee who demonstrates the greatest personal need shall have preference. The scheduling of flex-time shall be by mutual arrangement between the employee and his/her supervisor. The Employer shall periodically review each flex-time schedule to evaluate the greatest personal need. Flex-time schedules may be terminated based on the operating needs of the Agency or when the original reason for Flex-time no longer exists. Agency shall notify IFPE of any Flex-time schedule termination, and if requested, shall discuss reasons for termination. Employees authorized by the Employer to work a flex-time schedule shall annually re-apply for the flex time schedule.

ARTICLE IX  
RATES OF PAY

Section 1. Wage Schedule

Such negotiated rates are set forth in Appendix A and shall become the rates of pay applicable to such position classifications.

Section 2. Direct Deposit

All new employees shall receive paychecks via direct deposit. All employees, who currently receive paychecks via direct deposit, shall continue to receive their paychecks via direct deposit.

Section 3. Step Increases

Effective July 1, 2007, employees who have not attained Step 8 shall receive a step increase to the next step upon satisfactory completion of twelve (12) months of creditable service. Step increases are referenced in Appendix A.

Section 4. Wage Increase

General Increase

- 1) Effective July 1, 2006, the pay rates for all bargaining unit employees shall be increased by 2.00%.
- 2) Effective January 1, 2007, the pay rates for all bargaining unit employees shall be increased by 2.00%.
- 3) Effective July 1, 2007, employees shall be placed on the salary schedule set out in Schedule A. Upon placement, employees shall receive a minimum 3.00% increase. Employees whose salary exceeds the amounts set forth in Step 8 of Appendix A shall be considered red-circled and their pay rates shall be increased 3.00%.

ARTICLE X  
PREMIUM PAY

Section 1. Overtime

- A) Employees who are authorized and do work in excess of forty (40) hours in a normal work week shall receive straight time compensatory credit for such hours worked. Overtime credit shall not be earned unless specifically authorized and/or directed by the Employer. Overtime in less than ½ hour increments shall not accrue. Payment for such overtime credits shall be in compensatory time, unless cash payment is available and the Employer determines that he/she be paid in cash in lieu of compensatory time. Such compensatory time shall be liquidated in cash before the end of the fiscal year in which earned.

Compensatory time shall be taken in one (1) hour increments.

- B) The method of scheduling of compensatory time off and the amount of compensatory time an employee is allowed to accrue shall be determined by the Employer.
- C) An employee who is charged with a UA (unexcused-unauthorized absence), XA (unreported absence), takes a day off without pay for which he/she is not eligible for under a leave of absence provision, or is suspended without pay on a normal workday and work his/her day off during the same week shall not have such hours considered work for overtime computation.

Nothing herein shall be construed to require or permit the pyramiding of overtime or premium rates.

Section 2. Holiday Pay

- A) An employee who is required to work on either an approved state holiday or the observed holiday, may at the Employer's discretion, choose double time cash payment in lieu of having holiday time off at a future date. Accumulated holidays must be used within twelve (12) months from the date earned.

Supervisors may grant employee requests to use holiday time in smaller increments of one-half (½) hour after a minimum use of one (1) hour.

- B) Accumulated holidays shall be liquidated in cash at the current rate of pay when the employee leaves state service. Payment is subject to any applicable taxes and payroll deductions.

ARTICLE XI  
GRIEVANCE PROCEDURE

Section 1. Definition

- A. A grievance is defined as any dispute or difference between the Employer and IFPE or any employee or group of employees covered by this Agreement with respect to the meaning, interpretation or application of this Agreement or with respect to issues arising out of other circumstances or conditions of employment within the control of the Employer.
- B. Grievances may be processed by an employee as provided herein, and by IFPE on behalf of itself, on behalf of an employee or on behalf of a group of employees but must set forth the names or classifications of such group of employees on the grievance. The resolution of a group grievance shall be made applicable only to those employees listed as grievants or only to employees in the aggrieved classifications.
- C. Any grievance arising out of the interpretation and/or application of a provision contained within this Agreement shall be heard pursuant to the procedures established herein.

Section 2. Grievance Steps

- Step 1. Within ten (10) days of the incident giving rise to the grievance, or from the date the employee shall have become aware of the incident with the exercise of reasonable diligence, the grievant shall file a written grievance with the first line supervisor outside of the bargaining unit. Only one subject matter shall be covered in any one grievance. The grievance shall contain a clear and concise statement of the facts giving rise to the grievance, the issue involved, the relief sought and specific references to this Agreement when appropriate. Within ten (10) days of receipt of the grievance, the first line supervisor shall issue a written decision and serve a copy on the grievant and on IFPE.
- Step 2. If dissatisfied with the Step 1 decision, IFPE may appeal to Step 2 within five (5) days of receipt of the Step 1 decision or the date such decision was due, whichever is earliest, by filing a copy of the grievance with the agency head. The agency head, or his/her designee, shall schedule a meeting to discuss the grievance with the IFPE in an attempt to resolve the grievance unless the parties agree otherwise. Such meeting shall be held within fifteen (15) days of receipt of the grievance. Within ten (10) days after such meeting, the agency head shall issue a written decision and serve a copy on the grievant and on IFPE. If no meeting is held, the Agency Head or his/her designee shall respond in writing to the grievance within fifteen (15) days of receipt of the grievance.

Step 3. If dissatisfied with the Step 2 decision, or if no decision is issued within the specified time limit, IFPE may appeal to the Director by submitting a written notice of appeal with a copy of the grievance attached within ten (10) days after receipt of the Step 2 decision or the date such decision was due. Failure to file to Step 3 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance being resolved pursuant to the Step 2 decision. Within ten (10) days of receipt of the Step 3 appeal the Director, or his/her designee, the parties shall schedule a meeting to attempt to resolve the grievance. If the grievance is not resolved, the IFPE shall have five (5) days to request, in writing, that the grievance be submitted to an independent arbitrator.

#### Arbitrator Selection:

If in accordance with the above procedure the grievance(s) is appealed to arbitration, representatives of the Employer and IFPE shall select an arbitrator. If IFPE has been requested by the Employer to select an arbitrator, and fails to respond within forty-five (45) days, the grievance shall be considered withdrawn.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or IFPE shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall first be decided by the arbitrator. The arbitrator must make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The arbitrator shall only have authority to determine compliance or non-compliance with the provisions of this Agreement and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issues submitted, and shall have no authority to make a decision on any other issue not so submitted to him.

In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The expenses and fees of the arbitrator and the cost of the hearing room shall be paid by the losing party. In cases of split decisions the arbitrator shall determine what portion each party shall be billed for expenses and fees.

Nothing in this Article shall preclude the parties from agreeing to the appointment of permanent arbitrator(s) during the term of the Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for the cost of its copy. However, in the event an arbitrator requests a copy of the record the cost of court reporter's attendance and arbitrator's transcript shall be bourn equally. If both parties request copies of the record the entire cost of transcription shall be bourn equally by each party.

### Section 3. Representation

Employees covered by this Agreement shall be represented only by IFPE. Such representation shall be permitted at any and all steps of the procedure. In any case where an employee represents himself/herself, the final level through which the grievance may be processed by the employee shall be at Step 1.

### Section 4. Time Limits

- A. Grievances may be withdrawn at any step of the procedure without prejudice. Grievances not appealed within the designated time limits shall be treated as withdrawn. Failure of the Employer to respond within the designated time limits at any step of the grievance procedure shall permit IFPE, and where provided, the employee, to process the grievance to the next step within the designated time limits.
- B. The time limits at any step may be extended by agreement of the parties involved at that step.
- C. Grievances concerning suspensions or layoffs shall be initiated at Step 2 of the grievance procedure.
- D. Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may by mutual agreement be filed at the appropriate step where the action giving rise to the grievance was initiated.
- E. Postmark dates are considered timely if that date is within the timeframes defined by the provisions of this Article.
- F. Mutual agreement shall take place between the appropriate IFPE representative and the proper Employer representative at the step where it is desired to initiate the grievance.

### Section 5. Time Off

- A. The grievant and/or an IFPE steward shall be permitted reasonable time without loss of pay during their normal working hours to process a grievance. No employee or IFPE steward shall leave his/her work to process a grievance without first notifying and receiving authorization from his/her supervisor, which authorization shall not unreasonably be withheld.

Such leave shall not interfere with the operating needs of the agency. Unless mutually agreed otherwise, such reasonable time off shall not exceed two (2) hours in any one day, except for arbitration days.

- B. The Employer shall not be responsible for any travel or subsistence expenses incurred by grievants or IFPE steward in the processing of grievances.
- C. Witnesses who have been subpoenaed and who are State employees and whose testimony is pertinent to the grievance presentation will be permitted reasonable time off without loss of pay to attend grievance or arbitration hearings.

#### Section 6. Number of Grievances

By mutual agreement of IFPE and the Employer, more than one grievance may be scheduled at any step of the grievance procedure

#### Section 7. Stewards and Jurisdictions

IFPE shall designate up to thirteen (13) stewards, in addition to IFPE staff, who are bargaining unit members who are authorized to represent employees. IFPE shall designate the jurisdictional area for each steward. Each jurisdictional area shall be limited to a reasonable area to minimize the loss of work time and travel, giving consideration for the geographic area, shifts, employing units and/or departments where the number of employees in such units or departments are too minimal to warrant designation of a steward.

IFPE shall provide to the Employer a written list of stewards and their respective jurisdictional areas within a reasonable period of time after the effective date of this Agreement. Any changes thereto shall be forwarded to the Employer by IFPE as soon as possible after changes are made. The parties agree that only stewards whose names are submitted to the Employer in accordance with this section shall be recognized as official representatives of IFPE.

#### Section 8. Civil Service Commission Jurisdiction

The parties recognize that the Civil Service Commission has sole jurisdiction and authority to hear appeals relating to demotion, position classification/allocation or geographical transfer.

Discharges, layoffs and suspensions in excess of thirty (30) days within a twelve month period shall be either arbitrated through the grievance procedure or appealed to the Civil Service Commission. An employee who files an appeal to the Civil Service Commission under the provisions of the Personal Code and Rules of the Department of Central Management Services over the same subject matter shall waive any rights provided in this Article.

#### Section 9. Pertinent Witnesses and Information

Either party may request the production of specific documents, books, papers or witnesses reasonably available and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted



shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.

Requests to interview the other parties witnesses shall be made through the appropriate representatives. Each party shall have the right to have its representatives present during all such interviews.

If the request is unreasonably denied, IFPE may petition the Director of Central Management Services who shall subpoena the material and/or witnesses in conformance with the provisions of this Section and his/her statutory powers, and such delay shall not penalize the grievant.

#### Section 10. Deferral to the Grievance Procedure

The parties recognize that any dispute arising from the collective bargaining agreement must be resolved pursuant to this Agreement, the Illinois Labor Relations Act or the Uniform Arbitration Act.

## ARTICLE XII

### DISCIPLINE

#### Section 1. Definition

Disciplinary action shall include the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Discharge

Discipline may be imposed upon an employee only for just cause. The Employer agrees with the tenets of corrective and progressive discipline.

Notations of oral reprimands may be placed in the employee's personnel file. Copies of that notation shall be given to the employee. An employee shall not be demoted for disciplinary reasons. Counseling and corrective action plans are not considered discipline.

#### Section 2. Suspension Pending Discharge

The Employer may suspend an employee without pay up to 30 days pending a decision on discharge of the employee, and such shall not be grievable under Article XI.

#### Section 3. Pre-Disciplinary Meeting

The Employer shall afford a reasonable opportunity for a pre-disciplinary meeting with the employee involved and, if requested by the employee, an IFPE representative. If the employee does not request IFPE representation, an IFPE representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings. Reasonably in advance of such meeting the Employer shall provide IFPE with the alleged violation(s) and shall make every reasonable effort to provide IFPE with all relevant documentation, including the names of witnesses, being used by the Employer to substantiate the alleged violation(s). An employee or his/her representative is allowed to rebut the charge(s) if the employee so desires. The Employer shall provide reasonable notice of such meeting to be held at a mutually agreeable time.

Pre-disciplinary meetings shall not be held in cases of oral reprimands.

#### Section 4. Notice

In the event disciplinary action, in an amount greater than an oral reprimand, is taken against an employee, the Employer shall promptly furnish the employee and IFPE with a clear and concise copy of the statement of facts giving rise to

the discipline and the measure of discipline intended. The measure of discipline intended may not be increased as it relates to the statement of facts once the statement has been served.

The Employer shall notify the employee and IFPE of the discipline imposed, within 45 days after completion of the pre-disciplinary meeting. The Employer shall notify the employee and IFPE of the measure of discipline.

#### Section 5. Investigatory Interview

An employee shall be entitled to the presence of a steward or IFPE staff at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. Such IFPE representative may be present during an investigatory interview for the purpose of protecting an employee's rights under the Collective Bargaining Agreement; however, such representative shall not act in a manner that will obstruct the investigation.

#### Section 6. Removal of Discipline

Any discipline imposed for tardiness or absenteeism shall be removed from an employee's record, if from the date of the last warning or discipline, two years pass without the employee receiving an additional warning or discipline for such offense or similar offenses.

By written request of the employee, any discipline imposed for other causes except suspensions and/or discharges shall be removed from an employee's record if, from the date of the last warning or discipline, two (2) years pass without the employee receiving any additional discipline. Such removal shall be at the request of the employee but in any case shall not be used against the employee.

ARTICLE XIII  
LEAVES OF ABSENCE OTHER THAN SICK LEAVE  
AND ILLNESS AND INJURY LEAVE

Section 1. Leave for Personal Business

All employees shall be permitted three (3) personal business days off each calendar year with pay. Such personal days may be used for occurrences as observance of religious holidays, Christmas shopping, absence due to severe weather conditions, or for other similar personal reasons, but shall not be used to extend a holiday or annual leave except as permitted in advance by the operating agency through prior written approval. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of one-half ( $\frac{1}{2}$ ) day for each two (2) months service for the calendar year in which hired. Such personal leave may not be used in increments of less than two (2) hours at a time. Supervisors may however, grant employee requests to use personnel business leave in increments of  $\frac{1}{2}$  hour, after a minimum use of one (1) hour. Except for those emergency situations which preclude the making of prior arrangements, such days off shall be scheduled sufficiently in advance to be consistent with operating needs of the Employer. When requested within current procedural guidelines with reasonable advance notice, personal business days shall be granted, unless a documented emergency would cause cancellation of such day off. When an employee is claiming an emergency situation in regards to use of a personal day, the Employer has the right to inquire as to the nature of the emergency.

If an employee claims the use of an emergency personal business day on holidays listed in this Agreement, or on the day before or day after said holiday, the Employer has the right, upon request, and may require documentation of the emergency when reasonable grounds exist to suggest abuse.

Personal leave shall not accumulate from calendar year to calendar year; nor shall any employee be entitled to payment for unused personal leave upon separation from the service except as provided by law and/or Personnel Rule.

Section 2. Leaves of Absence Without Pay

A. Unless otherwise provided in the Personnel Rules and with the prior approval of the Director, an agency may grant leaves of absence without pay to employees for periods not to exceed six (6) months, and such leaves may be extended for good cause by the operating agency for additional six (6) month periods with the Director's approval.

Any employee, except an employee in a position or program financed in whole or in part by loans or grants made by the United States or any Federal agency, who is elected to State office, shall, upon request, be granted a leave of absence for the duration of the elected terms.

B. An employee's continuous seniority date will not be affected for up to one (1) year because of an approved Family Responsibility Leave. Upon expiration

of the leave, the Employer shall return the employee to the same or similar position classification that the employee held immediately prior to the commencement of the leave, seniority permitting. If there is no such position available, the employee will be subject to layoff in accordance with Article XV, Layoff.

### Section 3. Disability Leave

- A. An employee who is unable to perform a substantial portion of his/her regularly assigned duties due to temporary physical or mental disability shall upon request be granted a leave for the duration of such disability.
- B. In granting such leave or use of sick leave as provided in Personnel Rule 303.90, the agency shall apply the following standards:
  - 1. A substantial portion of regularly assigned duties shall be those duties or responsibilities normally performed by the employee which constitute a significant portion of the employee's time or which constitute the differentiating factors which identify that particular position from other positions, provided the balance of duties can be reassigned by the agency;
  - 2. A request for disability leave shall be in writing except when the agency is advised by other appropriate means of the employee's disability in which event the employee's signature is not required;
  - 3. Except for service-connected disability as provided in Personnel Rule 303.135, the employee shall have exhausted available sick leave provided under Personnel Rule 303.90 prior to being granted a disability leave; an employee may use other accrued paid time for this purpose but is not required to do so;
  - 4. During a disability leave, the disabled employee shall provide written verification by a person licensed under the "Medical Practices Act" (225 ILCS 60 et seq.) or under similar laws of Illinois or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means; such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every 30 days during a period of disability, unless the nature of the disability precludes the need for such frequency of verification;
  - 5. As soon as an employee becomes aware of an impending period of disability, he/she shall notify the appropriate supervisor of such disability and provide a written statement by the attending physician of the approximate date the employee will be unable to perform his/her regularly assigned duties;
  - 6. If the agency has reason to believe that the employee is able or unable to perform a substantial portion of his/her regularly assigned duties, it may seek and rely upon the decision of an impartial physician chosen by agreement of the parties or in the absence of

such agreement upon the decision of an impartial physician who is not a State employee and who is selected by the Director.

- C. Failure of an employee to provide verification of continued disability upon reasonable request shall on due notice cause termination of such leave.
- D. An employee's disability leave shall terminate when said employee is no longer temporarily disabled from performing his/her regularly assigned duties:
  - 1. An employee is no longer temporarily disabled when he/she is able to perform his/her regularly assigned duties upon advice of the appropriate authority or, in the absence of such authority, the attending physician.
  - 2. An employee is no longer temporarily disabled when he/she is found to be permanently disabled and unable to perform a substantial or significant portion of his/her regularly assigned duties by the appropriate authority, or in the absence of such authority, by the attending physician.
  - 3. In determining whether to approve a requested discharge of an employee for failure to return from a disability leave or for physical inability to perform the duties of a position, the Director may seek and rely upon the advice of the State Employees' Retirement System or other appropriate authority, including an impartial physician selected in accordance with Personnel Rule 303.145 B. (See B 6 above)
- E.
  - 1. An employee who returns from a disability leave of six (6) months or less shall be returned by the agency to the same or similar position in the same classification in which the employee was incumbent at the time the leave commenced.
  - 2. An employee who returns from a disability leave exceeding six (6) months and there is no vacant position available in the same classification held by the employee at the commencement of such leave may be laid off in accordance with the Personnel Rules on Voluntary Reduction and Layoff, unless such leave resulted from service-connected disability, in which case the employee shall be returned to employment as in E 1 above.

#### Section 4. Employee Rights After Leave

When an employee returns from a leave of absence of six (6) months or less, the agency shall return the employee to the same or similar position in the same classification in which the employee was incumbent prior to commencement of such leave. Except for those leaves granted under Personnel Rules 303.155 and 303.160, when an employee returns from a leave or leaves exceeding six (6) months and there is no vacant position available to him/her in the same classification in which the employee was incumbent to such leave or leaves commencing, the employee may be laid off in accordance with the Personnel Rules on voluntary reduction and layoffs.

## Section 5. Failure to Return

Failure to return from leave within five (5) days after the expiration date may be cause for discharge.

## Section 6. Leave to Take Exempt Position

The Director may approve leaves of absence for certified employees who accept appointment in a position which is exempt from Jurisdiction B of the Personnel Code. Such leaves of absence may be for a period of one year or less and may be extended for additional one year periods. At the expiration thereof, an employee shall be restored to the same or similar position upon making application to the employing agency with continuous service including the period of such leave.

## Section 7. Military and Peace Corps Leave

Leaves of absence shall be allowed employees who enter military service or the Peace or Job Corps as provided in Personnel Rules 302.220 and 302.230 and as may be required by law.

## Section 8. Military Reserve Training and Emergency Call-Up Pay Policy

- A. Any full-time employee who is a member of a reserve component of the Armed Services, the Illinois National Guard or the Illinois Naval Militia, shall be allowed annual leave with pay for one full pay period and such additions or extensions to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.
- B. In the case of an emergency call-up (or order to State active duty) by the Governor, the leave shall be granted for the duration of said emergency with pay and without loss of seniority or other accrued benefits. Military earnings for the emergency call-up paid under the Illinois Military Code must be submitted and assigned to the employing agency, and the employing agency shall return it to the payroll fund from which the employee's payroll check was drawn. If military pay exceeds the employee's earnings for the period, the employing agency shall return the difference to the employee.
- C. To be eligible for military reserve leave or emergency call-up pay, the employee must provide the employing agency with a certificate from the commanding officer of his/her unit that the leave taken was for either such purpose.
- D. Any full-time employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia shall be granted leave from state employment for any period actively spent in such military service including basic training and special or advanced training, whether or not within the State, and whether or not voluntary.
- E. During such basic training and up to 60 days if special or advance training, if such employee's compensation for military activities is less than his/her compensation as a State employee, he shall receive his regular

compensation as a State employee minus the amount of his base pay for military activities. During such training, the employee's seniority and other benefits shall continue to accrue.

#### Section 9. Leave for Military Physical Examinations

Any permanent employee drafted into military service shall be allowed up to three (3) days leave with pay to take a physical examination required by such draft. Upon request, the employee must provide the employing agency with certification by a responsible authority that the period of leave was actually used for such purpose.

#### Section 10. Attendance in Court

Any permanent employee called for jury duty or subpoenaed by any legislative, judicial or administrative tribunal, shall be allowed time away from work without loss of pay during his/her working hours for such purposes except in matters of non-work related personal litigation. Upon receiving the sum paid for jury service or witness fee, the employee shall submit the warrant, or its equivalent, to the agency to be returned to the fund in the State Treasury from which the original payroll warrant was drawn. Provided, however, an employee may elect to fulfill such call or subpoena on accrued time off and personal leave and retain the full amount received for such service. Jury duty service shall replace an employee's shift on regularly scheduled work days.

#### Section 11. Fitness for Duty

If the Agency Head has reason to believe that the employee is unable to perform a substantial portion of his/her regularly assigned duties, it may seek and rely upon the decision of an impartial physician chosen by agreement of the parties or in absence of such agreement upon the decision of an impartial physician who is not a State employee and is selected by the Director.

#### Section 12. Maternity/Paternity

All female bargaining unit members who show proof that they have received prenatal care in the first 20 weeks will be eligible for four (4) weeks (20 work days) paid maternity leave. Such proof shall be provided to the Employer no later than the 24<sup>th</sup> week of pregnancy. All male bargaining unit members who show proof that their spouses have received prenatal care in the first twenty weeks, with notification to the Employer within 24 weeks, will be eligible for three (3) weeks (15 work days) of paid paternity leave. The State shall require proof of the birth and marriage for a non-covered spouse. Maternity and/or paternity leave shall be limited to one (1) leave per family for each birth.

All bargaining unit members are eligible for three (3) weeks (15 days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Adoption leave shall be limited to one (1) leave per family per year.



### Section 13. Family Responsibility Leave

Provisions of the Family Responsibility Leave Policy shall be available to all employees within the bargaining unit. Parameters of this policy shall be in accordance with Section 303.148 of the Personnel Rules of the Department of Central Management Services as currently written.

### Section 14. Organ Donor Leave

Provisions of the Organ Donor Leave policy shall be available to all employees within the bargaining unit. Parameters of this policy shall be in accordance with Section 303.149 of the Personnel Rules of the Department of Central Management Services as currently written.

### Section 15. Authorized Holidays

All employees shall have time off, with full salary payment, on the day designated as a holiday for the following:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day  
General Election Day  
(on which Members of the House of Representatives are elected)

and any additional days proclaimed as holidays or non-working days by the Governor of the State of Illinois or by the President of the United States.

### Section 16. Holiday During Vacation

When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, an extra day shall be added to the employee's vacation.

Section 17. Effect of Department of Central Management Services Personnel Rules

The Department of Central Management Services Personnel Rules govern the substantive content of this Article, and any amendments to said Rules are immediately incorporated as additions and/or amendments to this Article.

The Employer agrees to provide the IFPE with copies of any amendments, and upon timely request by the IFPE, negotiate with the IFPE over the impact, if any, of such amendments when required by the Illinois State Labor Relations Act.

## ARTICLE XIV

### SICK LEAVE AND ILLNESS AND INJURY LEAVE

#### Section 1. Sick Leave

All employees shall accumulate paid sick leave at the rate of one day for each month's service during their current period of continuous service. Sick leave may be used for illness, disability, or injury of the employee, appointments with doctors, dentists, or other professional medical practitioners, and in the event of serious illness, disability, injury, or death of a member of an employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be husband, wife, mother, father, brother, sister, children, grandchildren, or any relative or person living in the employee's household from whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Sick leave may also be used in the event of death of grand relations and parent and child-in-law. Such days may be used in increments of no less than one (1) hour at a time.

Evidence of illness, including doctor's statements, as defined in Section 6 (a), (b), and (c), of this Article, may be required where the Employer may have reason to believe consistent with the provisions of this section, that such leave days were not used for the purpose herein set forth. Abuse of sick time is the utilization of sick days for reasons other than those stated in the Collective Bargaining Agreement.

For periods of absence for more than ten (10) consecutive workdays the employee shall provide verification for such absence in accordance with the provisions of Personnel Rule 303.145. When requested by the employee, the Employer shall provide all necessary medical forms to the employee sufficiently in advance so such forms can be timely completed by the medical practitioner.

Visits of two days per year to a veterans' hospital for examination needed because of military service-connected disability shall be in pay status without charge to sick leave.

An employee shall be awarded one additional personal day on January 1 of each calendar year if no sick time was used in the preceding twelve (12) month period, beginning on January 1 and ending on December 31. Such additional day shall be liquidated in accordance with Article XIII, Section 1.

#### Section 2. Accumulation of Sick Leave

Employees shall be allowed to carry over from year to year of continuous service any unused sick leave allowed under this provision and shall retain any unused sick leave accumulated prior to the effective date of this Agreement.

Employees upon leaving State service shall receive cash payment for one-half of any unused sick leave earned between 1/1/84 and 12/31/97.

### Section 3. Advancement of Sick Leave

An employee with more than two (2) years continuous service, whose personnel records warrant it, may be advanced sick leave with pay for not more than ten (10) working days upon written approval of the operating agency and the Director. Such advances will be charged against sick leave accumulated in subsequent service.

### Section 4. Sick Leave Bank

Provisions of the sick leave bank shall be available to all employees within the bargaining unit. Parameters of the sick leave bank shall be in accordance with Section 303.112 of the Personnel Rules of the Department of Central Management Services as currently written.

### Section 5. On-the-job Injury--Industrial Disease

An employee who suffers an on-the-job injury or who contracts a service-connected disease as determined by the Employer which causes him to be absent from work shall be allowed full pay without utilization of any accumulated sick leave or other benefits for up to five (5) days of such necessary absence. Thereafter the employee shall be permitted to utilize accumulated sick leave. In the event such service-connected injury or illness becomes the subject of an award by the Industrial Commission, the employee shall restore to the State the dollar equivalent which duplicates payment received as sick leave days, and the employee's sick leave account shall be credited with sick leave day equivalents. In the case of an on-the-job or service-connected injury or disability, the employee shall accumulate continuous service for the duration of the illness or injury leave.

At the end of an employee's illness or injury leave, she/he shall return to her/his prior position classification. If the employee does not have the continuous service, the layoff provisions of this Agreement shall apply. An employee who suffers an on-the-job injury or who contracts a service-connected disease shall not be required to utilize any accumulated sick days prior to being granted an illness or injury leave.

### Section 6. Illness or Injury Leave

Employees who have utilized all their accumulated sick leave days and are unable to report to or back to work because of the start of or continuance of their sickness or injury shall receive an Illness or Injury Leave without pay and may receive additional extension(s) of such leave. Prior to application for such leave or extension thereof the employee shall inform the Employer that such condition exists, or advise the Employer that such condition is continuing before the expiration of their original leave or an extension thereof and if requested, take a physical examination given by the Employer's physician if there is a doubt as to the employee's illness. The employee shall report back to work as soon as physically able. If there is a difference of opinion between the Employer's physician and the employee's physician as to his/her illness or ability to return to work, the Employer may request an examination by another physician (who is not employed by the State). Such examination shall be paid for by the Employer.

## Section 7. Proof of Illness or Injury Status

The Employer may place an employee on proof of illness or injury status by notifying the employee and IFPE that future use of sick leave must be substantiated. In said notice, the Employer will state its reasons for placing the employee on proof status and will specify the type of substantiation required. The Employer shall specify any specific information it requires in the substantiation and the length of proof status. The employee or IFPE may grieve being placed on proof status pursuant to the procedures of Article XI. If an employee on proof status fails to provide the required medical statement, the employee will not be allowed to use accumulated sick leave and may be subject to docking and/or discipline. The parties agree to the following definition of acceptable medical certification for proof status:

- a. Signature, address, and phone number of the examining medical practitioner (or authorized designee);
- b. The pertinent date(s) in question; and,
- c. An indication that the employee was unable to work on the date(s) in question for reasons of personal or family illness.

If the Employer demands an additional form of proof different from that which is furnished and involves cost to the employee the Employer shall pay the cost of such professional charges, when such verifies the employee was not abusing sick leave.

## Section 8. Disaster Service Leave With Pay

Any employee who is a certified disaster service volunteer of the American Red Cross may be granted leave with pay for up to 20 working days in any 12-month period for disasters within Illinois. The leave may be granted upon request of the American Red Cross and approval of the employee's agency. Disasters must be disasters at a Level III and above.

## Section 9. Effect of Department of Central Management Services Personnel Rules

The Department of Central Management Services Personnel Rules govern the substantive content of this Article, and any amendments to said Rules are immediately incorporated as additions and/or amendments to this Article. The Employer agrees to provide the IFPE with copies of any amendments, and upon timely request by the IFPE, negotiate with the IFPE over the impact, if any, of such amendments when required by the Illinois State Labor Relations Act.

## ARTICLE XV

### LAYOFF

#### Section 1. Application of Layoff

IFPE recognizes the right of the Employer to layoff employees for reasons of lack of funds or work, abolition of a position, or material change in duties or organization. Layoffs shall be in accordance with the procedure set forth in this Article except that it shall not apply to temporary emergency shutdown where all affected employees are to be recalled nor shall it apply in the event of temporary layoff pursuant to Section 6 of this Article.

#### Section 2. General Layoff Procedure

A. Layoff shall be by appropriate organizational unit in the bargaining unit. Organizational units are defined as follows:

- 1) Within the Office of Land Management in the Department of Natural Resources, the organizational unit for layoff purposes shall be the employee's work site.
- 2) For all other agencies, organizational unit for layoff purposes shall be defined by traditional position description coding methods.

B. Layoff shall be by position classification.

- 1) No certified, probationary or provisional employees may be laid off until all exempt, temporary and emergency employees in the same classification and the approved layoff organizational unit are terminated.
- 2) No certified or probationary employee may be laid off until all provisional employees in the same classification and the approved layoff organizational unit are terminated.
- 3) No certified employee may be laid off until all probationary employees in the same classification and the approved layoff organizational unit are laid off.

C. Employees within the appropriate layoff unit shall be laid off in inverse order of seniority except that the Employer may layoff out of seniority order to comply with EEO and related affirmative action laws. For the purposes of layoff, seniority shall prevail unless a less senior employee has demonstrably superior skill and ability to perform the work required in the position classification. The parties shall meet to discuss such compliance with EEO and related affirmative action laws.

#### Section 3. Notice of Layoff

In the event the Employer becomes aware of an impending reduction in the work force due to layoff, it will notify IFPE at least thirty (30) calendar days prior to the effective date. If requested by IFPE, the Employer shall meet to determine if available bargaining unit vacancies may be filled by the affected employees. In

emergency layoff situations IFPE shall be provided as much advance notice as possible. Unless operating conditions or events are specified in the proposed layoff plan, affected employees shall be given 30 working days notice prior to the effective date of the layoff.

#### Section 4. Bumping, Transfer and Reduction in Lieu of Layoff

A. An employee who is scheduled for layoff shall be offered available permanent vacancies in the same or lower position classifications for which the employee is deemed qualified and eligible in other organizational units within the agency, if applicable and seniority permitting. Refusal to accept such offer will not impair the employee's rights to recall. It is understood by the parties that promotion is not an option under this provision. Bumping priorities shall be offered to employee(s) subject to layoff, if available, prior to the offering of available vacancies.

#### B. Bumping Priorities

- 1) First Step: Any employee who is subject to layoff shall have the opportunity to bump the least senior employee in the same classification and option, if the employee is deemed qualified and eligible, within the same work county and agency.
- 2) Second Step: For the Department of Natural Resources, any employee who is subject to layoff shall have the opportunity to bump the least senior employee in the same classification and same option, if the employee is deemed qualified and eligible, in the same Region in the same agency. For the Department of Agriculture and the Historic Preservation Agency, any employee who is subject to layoff shall have the opportunity to bump the least senior employee in the same classification and same option, if the employee is deemed qualified and eligible, within a one hundred (100) mile radius of the worksite in the same agency.
- 3) Third Step: For employees in the classifications of Site Superintendent I, II, & III; and Veterinary Consumer Safety Officer, Veterinarian Supervisor I, & II only, Any employee who is subject to layoff shall have the opportunity to bump the least senior employee in a lower-level classification in the series in the same option, if the employee is deemed qualified and eligible, with in the same work county and agency.
- 4) Fourth Step: For the Department of Natural Resources employees in the classifications of Site Superintendent I, II, & III, any employee who is subject to layoff shall have the opportunity to bump the least senior employee in a lower-level classification in the series and same option,

if the employee is deemed qualified and eligible, in the same Region in the same agency. For the Department of Agriculture, Veterinary Consumer Safety Officer, Veterinarian Supervisor I, & II and the Historic Preservation Agency, Site Superintendent I, II, & III only; any employee who is subject to layoff shall have the opportunity to bump the least senior employee in a lower-level classification in the series and same option, if the employee is deemed qualified and eligible, within a one hundred (100) mile radius of the worksite in the same agency.

#### Section 5. Recall

1) When permanent vacancies occur within a position classification in the county for which a recall list exists, prior to filling such vacancies by any other means, the Employer shall recall laid off employees to such position classification in the agency in which the employee was laid off provided the employee is qualified to hold such a position. Recall shall be in order of seniority. For employees in the classifications of Site Superintendent I, II, & III; and Veterinary Consumer Safety Officer, Veterinarian Supervisor I & II, recall rights shall be extended to the lower-level classifications in the series.

2) All employees subject to layoff or on layoff may select up to two (2) counties in addition to the county from which they have been laid off on whose recall list they wish their name to appear, and shall be so listed.

A. An employee laid off shall retain and accumulate seniority and continuous service during such layoff not to exceed three (3) years. An employee's right to recall shall not exceed three (3) years.

B. A laid off employee who fails to respond within ten (10) workdays of the recall, or upon acceptance fails to be available for work within the time agreed by the Employer, which shall not be less than five (5) days, shall forfeit all recall rights.

#### Section 6. Temporary Layoff

The above provisions do not apply in the event of layoff pursuant to Personnel Rule 302.510 which allows the Employer to temporarily layoff any employee for not more than five scheduled workdays in any 12-month period as a result of or for lack of work or lack of funds.

#### Section 7. Federalization

In the event the Department of Agriculture decides to cease meat and poultry inspections, in whole or in part, and to turn such inspections over to the Federal government or some other agency, the Employer shall negotiate over the impact of such decision with IFPE.



## ARTICLE XVI

### VACATIONS

#### Section 1. Amounts

Employees shall earn vacation time. No employee on leave of absence may earn vacation except when the leave was for the purpose of accepting a temporary working assignment in another classification.

Eligible employees shall earn vacation time in accordance with the following schedule:

- a) From the date of hire until the completion of five (5) years of continuous service: ten (10) workdays per year.
- b) From the completion of five (5) years continuous service until the completion of nine (9) years of continuous service: fifteen (15) workdays per year.
- c) From the completion of nine (9) years of continuous service until the completion of fourteen (14) years of continuous service: seventeen (17) workdays per year.
- d) From the completion of fourteen (14) years of continuous service until the completion of nineteen (19) years of continuous service: twenty (20) workdays per year.
- e) From the completion of nineteen (19) years of continuous service until the completion of twenty-five (25) years of continuous service: twenty-two (22) workdays per year.
- f) From the completion of twenty-five (25) years of continuous service: twenty-five (25) workdays per year.

#### Section 2. Vacation Time

Vacation time may be taken in whole or in part in increments of not less than one-half day at a time, and anytime after it is earned. Supervisors may, however, grant an employee's request to use vacation increments of no less than one (1) hour at a time and in increments of one-half (1/2) hour thereafter. Vacation time shall not be accumulated for more than twenty-four (24) months after the end of the calendar year in which it was earned.

#### Section 3. Interrupted Service

Computation of vacation time of state employees who have interrupted continuous state service shall be determined as though all previous state service which qualified for earning of vacation benefits is continuous with present service. The rule provided in this paragraph applies to vacation time earned on or after October 1, 1972.

#### Section 4. Vacation Payment

If due to operating needs the Employer cannot grant an employee's request for vacation time within the 24-month period after the expiration of the calendar year such time was earned, such vacation time shall be liquidated in cash at straight time provided the employee has made at least three (3) separate requests, with at least 15 days between each request, for such time within the calendar year preceding liquidation.

An employee who has been unable to work due to a service related injury or illness will be allowed to carry accumulated vacation into the next calendar year whenever the employee can not liquidate vacation time within the 24-month period after the expiration of the calendar year when such time was earned.

No salary payment shall be made in lieu of vacation earned but not taken except as provided in this Section and on termination of employment for eligible employees with at least six (6) months of continuous service in which case the effective date of termination shall not be extended by the number of days represented by said salary payment.

## ARTICLE XVII

### TEMPORARY ASSIGNMENT

The employer may temporarily assign the employee to perform the duties of another position classification. To be eligible for temporary assignment, the employee must be qualified and be assigned in writing by the Employer to perform the preponderance of duties and responsibilities which distinguish the higher position classification not provided for in his/her regular position classification.

An employee temporarily assigned to the duties of a position classification in an equal or lower pay grade than his/her permanent position classification shall be paid his/her permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than his/her permanent position classification, the employee shall be paid as if he/she had received a promotion into such higher pay grade.

The Employer agrees to pay the employee the higher rate as set forth above for the full time of such assignment. For the purpose of calculation, any temporary assignment shall be rounded up to the nearest hour.

When the Employer makes a temporary assignment, it will give notice to the employee of the anticipated length of the assignment and extensions thereof. An employee's refusal to take a temporary assignment to a higher level position outside the bargaining unit which assignment is anticipated to last more than six (6) months will not subject the employee to discipline. Employees shall not receive temporary assignment pay for paid days off except if the employee is given such temporary assignment for thirty (30) continuous days and such days fall within such period of time and employee works 75% of the time of the temporary assignment.

## ARTICLE XVIII

### WORK RULES

#### Section 1. Definition

Work rules are those rules promulgated by the Employer which regulate the personal conduct of the employee as it affects his/her employment. Such work rules shall be reasonable and shall not conflict with any provisions of this Agreement.

#### Section 2. Notice

Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to IFPE and the employees at least ten (10) workdays prior to the effective date of the rule.

#### Section 3. Procedural Work Rules

At the request of the IFPE, the Employer shall meet and discuss the impact of changes in the rules of procedure not governing employee's personal conduct (parking regulations, notification of absence, etc.).

## ARTICLE XIX

### CLOTHING AND EQUIPMENT

The Employer shall provide any special and/or protective clothing and/or equipment (excluding vehicles), or the equivalent by reimbursement, which is required by the Employer and/or determined by the Employer as being necessary for such employees to perform their work. The Employer shall pay for the maintenance of all clothing and equipment determined by the Employer as being necessary.

Present practices shall continue and shall be subject to discussions at Labor Management Meetings as provided by Article XXII.

## ARTICLE XX

### FILLING OF VACANCIES

#### Section 1. Policy

The Employer recognizes the operational value of internally promoting qualified employees, and will strive to provide career progression subject to the operating needs of the agency. However, the Employer reserves the right to use at its discretion other means available as provided in the Personnel Rules for filling vacancies, subject to the provisions of this Agreement.

#### Section 2. Posting

Permanent vacancies shall not be filled until the position has been posted for ten (10) days in a manner determined by the Employer and available to the employees. Such postings shall include job description, training and experience requirements, specialized skills, pay, and related information.

#### Section 3. Bidding

Qualified bidders interested in the position must indicate such interest through the appropriate procedure within the 10-day posting period. Any bargaining unit employee may bid on a position, however, they must be deemed qualified and eligible to be considered for selection. An employee on a leave of absence at the time of the posting is not considered eligible. The Employer reserves the right to require specialized skills, training, experience and other necessary qualifications that have been set forth in the bid notice. When such vacancies are filled from within by qualified bidders, the following order of selection will be used:

- A. By transfer of the employee in the same agency, same county, same position classification and same option. However, employees desiring a transfer shall file a transfer request prior to the posting of the position. Such transfer request shall expire after six (6) months.
- B. By promotion of the employee in the same agency, same worksite, next lower level position classification in the classification series and same option.
- C. By transfer of the employee in the same agency, same position classification and same option. However, employees desiring a transfer shall file a transfer request prior to the posting of the position. Such transfer request shall expire after six (6) months.

#### Section 4. Selection

Selection shall be made on the basis of seniority from among employees within categories as listed in Section 3 of this Article, when the more senior employee within such category has relatively equal skill and ability to perform the work required in the position classification. If the Employer determines that a non-employee/non-bargaining unit applicant has demonstrably superior skill and ability to fulfill the needs of the position classification an exception may be made to the above. The Employer reserves the right to administer appropriate examinations. Employees shall be limited to one (1) transfer in a twelve (12)

month period and shall be limited to three (3) transfer requests in a six (6) month period.

Determinations as to whether individuals have “relatively equal skill and ability” or “demonstrably superior skill” shall be based upon evidence of performance as shown on the employee’s performance evaluations, education, experience training, proven ability, and other criteria as they relate to the vacancy. Upon request of the IFPE, the Employer shall provide any relevant information regarding selection.

A successful bidder must accept any position within three (3) days of notification that he/she is the successful candidate. Failure to accept the position within this specified time would constitute a waiver of position.

#### Section 5. Definition of Permanent Vacancy

A non-bargaining unit employee who takes a reduction in lieu of layoff pursuant to a layoff plan, shall only be offered a vacant position covered by the contract if there are no bargaining unit employees who choose to exercise their contractual rights to such position after a five (5) day posting period.

Vacancies filled by bargaining unit and/or non-bargaining unit employees as a result of reduction in lieu of layoff pursuant to a layoff plan, shall not be considered permanent vacancies for the purpose of this Article.

## ARTICLE XXI

### GEOGRAPHICAL TRANSFER

In the event of a geographical transfer under Personnel Rule 302.430 is required, seniority as defined in Article VII shall govern, the most senior employee being given first preference. If no employee wishes to accept such transfer, the least senior employee in the affected position classification shall be required to take such transfer. An employee shall be reimbursed for all reasonable transportation and moving expenses incurred in moving to a new location because of an involuntary permanent geographical transfer.



## ARTICLE XXII

### LEGISLATED BENEFITS

During the term of this Agreement, the Employer shall continue in effect and employees shall enjoy the benefits, rights and obligations of the group insurance health and life plan applicable to all Illinois State employees pursuant to the provisions of the State Employees Group Insurance Act of 1971 (5 ILCS 375) as amended or superseded.

During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of the retirement program provided in 40 ILCS 5 as amended or superseded.

Employees shall make the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate (4% for covered employees; 5.5% for covered employees in the alternative formula).

## ARTICLE XXIII

### LABOR MANAGEMENT MEETINGS

#### Section 1. General

Each agency of the Employer shall meet with local IFPE representatives and/or staff in labor management meetings three (3) times per year, unless mutually agreed otherwise. Items to be included on the agenda for the aforementioned labor management meetings are to be submitted to the respective parties at least five (5) days in advance of the scheduled dates of the meeting if at all possible. The purpose of such meetings shall be restricted to:

- A. Discussion of the administration of this Agreement
- B. Dissemination of general information of interest to the parties
- C. Providing an opportunity to express various views and to make suggestions on subject of interest to employees of the bargaining unit.
- D. Discussing with IFPE changes in non-bargaining conditions of employment contemplated by management which may adversely affect the employees in the bargaining unit, including, but not limited to, the discontinuation of the assignment of state vehicles to bargaining unit employees and site complexing.
- E. Satisfying the negotiation obligations of both parties as provided in specific provisions of this agreement.

#### Section 2. Attendance

Each agency shall allow up to four (4) bargaining unit employees to attend labor management meetings without loss of pay for their normal work hours. Attendance at such local meetings shall not be unreasonably denied, but shall not interfere with the agency's operations. Travel expenses associated with these meetings shall be the responsibility of the employee.

## ARTICLE XXIV

### IFPE RIGHTS

#### Section 1. Non-waiver

IFPE does not waive its rights as stated in Public Labor Relations act that are not specified in this Agreement.

#### Section 2. Access to State Premises by IFPE

The Employer agrees that IFPE staff shall have reasonable access to the premises of the Employer, giving advanced notice to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. IFPE agrees that such visitations shall not unduly interfere with the operational requirements of the Employer. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a staff representative.

#### Section 3. Information Provided to IFPE

At least once each month, the Employer shall notify IFPE in writing of the following personnel transactions involving bargaining unit employees within each agency: new hires, promotions, demotions, layoffs, reemployment, transfers, leaves, returns from leaves, superior performance increases, social security numbers, address changes, suspensions, discharges, reallocations, abolishments and terminations. In addition, the Employer shall furnish IFPE every ninety (90) days the current seniority rosters of bargaining unit employees.

If requested, each agency will provide IFPE with information concerning temporary assignments.

#### Section 4. Non-Preferential Treatment

Those employees designated as Stewards and/or local IFPE representatives shall not receive preferential treatment. The Employer agrees, however, that such employees shall be reassigned because of operational needs only and not because of legitimate IFPE activity.

#### Section 5. Leaves to Attend IFPE Meetings

The Employer shall grant a reasonable number of employees leave with pay for a maximum of two (2) days per employee per calendar year for the purposes of discussing the administration of this Agreement. IFPE shall provide written notice to the Employer at least 15 days prior to the meeting date. The Employer shall not unreasonably deny an employee's request for such leave and such leave shall not substantially interfere with the operating needs of the Employer.

#### Section 6. Leaves to Conduct IFPE Business

The Employer shall grant requests for leaves of absence without pay for not more than one (1) bargaining unit employees at any one time, for the purpose of

service as IFPE representatives or officers with the State or National organization of IFPE, up to a maximum of six (6) months, provided adequate notice is afforded the Employer and granting such leave will not substantially interfere with the Employer's operations. The length of such leave may be increased by mutual agreement of the parties. Continuous service shall be retained and accumulated for a maximum of one year and the employee, continuous service permitting, can return to his/her position classification at the termination of leave.

#### Section 7. IFPE Agent of Record

Unless IFPE has given written instructions to the contrary, all documents, notices, etc., concerning this Agreement are to be mailed to: IFPE Local 4408, 4 Lawrence Square, Springfield, Illinois 62704.

#### Section 8. Activity During Working Hours

Employees and designated IFPE representatives shall, after giving notice to the appropriate Employer representative, be allowed reasonable time off without loss of pay during working hours to attend pre-disciplinary meetings, grievance hearings, and labor management meetings.

Where feasible and where equipment is readily available, the Employer shall allow designated IFPE representatives reasonable use of telephone and state-owned fax machines for the purpose of investigating and processing grievances. Such use shall not include any long distance or toll telephone calls at the expense of the Employer.

#### Section 9. Job Description

Upon request, the Employer shall provide an employee with a copy of their job description (CMS 104). When the Employer makes changes in the duties and responsibilities of an employee's job description, a copy of the revised CMS 104 will be provided to the employee.

## ARTICLE XXV

### PERSONNEL FILES

#### Section 1. Number and Type

Only one personnel file shall be maintained for each employee at the employing agency's central office. The Department of Central Management Services shall keep and maintain an official personnel file. Working files may be kept by supervisors for employees, and such files shall include only job related material. It shall be the supervisor's responsibility to inform the employee of any detrimental material in the working file that may affect the employee's annual performance evaluation. Any detrimental material shall be removed from the file after twelve (12) months from the placement of such. Working files shall not be considered personnel files as required in this Article. No other files, records or notations shall be kept by the Employer or any of its representatives except as may be prepared or used by the Employer in the course of preparation or participation for any pending case, such as a grievance, Civil Service matter, criminal investigation, Department of Human Rights or EEOC matter, etc. An employee has the right upon written request to review the contents of his/her personnel file or working file. Such review may be made during working hours with no loss of pay for time so spent within reason. Reasonable requests to copy documents in the personnel and/or working files shall be honored. Upon authorization by an employee, IFPE may inspect that employee's personnel file following written request to the agency.

#### Section 2. Employee Notification

A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be served in person upon the employee (the employee noting receipt, or the supervisor noting failure of employee to acknowledge receipt) or sent by certified mail (return receipt requested) to his/her last address appearing on the records of the Employer. It is the obligation of each employee to provide the Employer with his/her current address and telephone number.

## ARTICLE XXVI

### TRAINING

The Employer and IFPE recognize the need for the development and training of employees in order that services are efficiently and effectively provided. In recognition of such principle, the Employer shall endeavor to provide employees with orientation to current procedures, forms, methods, material and equipment used in the work assignments. Training programs which are instituted by the Employer shall be equitably distributed among employees on the basis of need for such training. All training required and/or approved by the agency shall be considered work time.

## ARTICLE XXVII

### MISCELLANEOUS

#### Section 1. Housing

In the Department of Natural Resources, bargaining unit employees residing in mandatory housing as a condition of employment, will be assessed a total monthly "maintenance fee" of \$124.00 per month and shall be required to execute and abide by the applicable lease agreement. Payment of the maintenance fee will be through payroll deduction.

In the Historic Preservation Agency, bargaining unit employees residing in mandatory housing as a condition of employment, will be assessed a total monthly "maintenance fee" of \$40.00 per month and shall be required to execute and abide by the applicable lease agreement. Payment of the maintenance fee will be through payroll deduction.

#### Section 2. Distribution of Contract

The Employer shall expeditiously provide each employee covered by this Agreement with a copy of this Agreement. The Employer shall also provide new employees with a copy of this Agreement upon hire. The contract shall be made available on the Department of Central Management Services' website.

#### Section 3. Safety and Health

The Employer shall attempt to provide a safe and healthy place within which employees shall work. Labor management meetings shall be used to review and suggest health and safety measures to be implemented. However, this shall not abrogate an employee's right to challenge unsafe and unhealthy conditions through a grievance. Such grievance shall be filed at Step 2 of the grievance procedure defined in Article XI of this Agreement.

The State of Illinois and IFPE recognize that threats and/or acts of violence committed in the workplace or directed at employees shall not be tolerated.

#### Section 4. Damage to Personal Property

- A. Where current agency practice so provides, the Employer shall reimburse employees for any losses of personal property incurred as a result of the performance of their official duties.
- B. If no agency practice exists, a policy statement shall be the subject of discussion at agency level local negotiations.

#### Section 5. Assignment Within Classification Specifications

The phrase "performs other duties as required or assigned" under "Illustrative Examples of Work" in the job classification specification shall be interpreted to mean other duties which are reasonably within the intended scope of the job classification.

## Section 6. Polygraphs

No employee may be required to take a polygraph examination nor shall be subject to discipline for refusal to take such. If the employee agrees to voluntarily take a polygraph examination as a part of a formal investigation, the following restrictions apply:

- A. An employee shall be provided sufficient advance notice of the scheduling of such polygraph examinations in order to allow the employee to exercise his/her representational rights.
- B. An employee shall be entitled to have an IFPE representative or IFPE counsel at all steps of the polygraph examination process except during the actual administration of a polygraph examination.
- C. The employee shall be provided with a copy of the results of the report of the polygraph examination and a copy of the conclusions reached by the examiner.

## Section 7. Sub-Contracting

The Employer agrees that upon consideration to sub-contract any work performed by bargaining unit employees which results in the layoff of such employees, it shall: (1) provide a reasonable advance notice to IFPE, and (2) shall meet with IFPE, prior to making a decision to contract, for the purpose of discussing the reasons for its proposal.

If the decision to sub-contract work results in employees being subject to layoff, the Employer will make a reasonable effort with the contractor to insure that the affected employees are considered for employment by the contractor. IFPE shall have an opportunity to meet with the proposed sub-contractor as well as the agency and/or the Department of Central Management Services to discuss the employment of employees subject to layoff. Such meeting shall not be used to coerce or harass prospective sub-contractors.

Whenever the decision to sub-contract causes bargaining unit employees to be laid off, the Employer shall provide an opportunity to those qualified employees to fill equally compensated and/or skilled permanent bargaining unit vacancies. These vacancies shall be at the same work location, other work locations of the agency, or other agencies covered by this Agreement.

At the request of IFPE, a labor management meeting shall be held to discuss issues raised by the sub-contracting of bargaining unit employees and negotiate any impacts affecting wages, hours, and terms and conditions of employment.

## Section 8. Notification of Leave Balances

Employees shall receive leave balance statements on a monthly basis.

## Section 9. Workload Standards

The parties agree that the Employer has the right to establish reasonable workload standards and productivity levels. In agencies where such standards of



productivity measurements exist, they shall be reduced to writing with copies to the employees and IFPE. Changes in workload standards or productivity measurements, or the creation of such, shall be discussed with IFPE prior to implementation. Failure to meet workload standards and productivity levels which have been established in accordance with this section may subject the employee to Employer action as provided in Article XII.

#### Section 10. Detailing

The Employer reserves the right to detail bargaining unit employees subject to the following understanding:

- a. Detailing is the temporary transfer of an employee to a work assignment within his/her position classification geographically removed from the employee's normal work site.
- b. Employees shall not be detailed for more than six (6) calendar months, unless otherwise agreed. The union will agree to reasonable extensions where operational needs so dictate.
- c. Details shall be offered to qualified employees in order of seniority from the work site from which the detail assignment is made. If there are no volunteers, detailing shall be rotated among qualified employees in inverse seniority order.
- d. The Employer will attempt to avoid detailing when an assignment will cause an undue hardship on an employee.

#### Section 11. Administrative Reassignment

An Agency Head may reassign an employee for up to sixty (60) days during the course of an investigation. At the time of reassignment, the employee shall be provided with a statement that identifies the reason for the investigation. The employee shall be made whole for all approved travel expenses during the administrative reassignment.

#### Section 12. Assignment of Motor Vehicles

The Employer retains the exclusive right to assign or remove motor vehicles in an attempt to perform the mission of the applicable Agency. Should the Employer decide to assign or remove motor vehicles, IFPE shall be notified of such decision for discussion purposes only.

## ARTICLE XXVIII

### NO STRIKE

Inasmuch as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, the Employer and IFPE recognize their responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement, IFPE agrees:

- A. That neither it nor any of its members, individually or collectively, will authorize or support any form of strike or any other concerted interruption of operations or services by employees. IFPE acknowledges the Employer has the right to deal with any such work action through disciplinary action, including discharge and/or injunctive relief.
- B. When the Employer notifies IFPE by certified mail that any of its members are engaged in such job action, IFPE shall immediately, orally and in writing, order such employees to return to work and provide the Employer with a copy of such written order by certified mail within 24 hours of such order being given to the employees.

## ARTICLE XXIX

### DRUG AND ALCOHOL POLICIES

The Parties agree that Drug and Alcohol Testing policies may be implemented at the Agency level. The impact of such Drug and Alcohol policies, including disciplinary standards, shall be subject to negotiations between the Agency and IFPE.

#### Alternative Formula Drug Policy

In addition, employees in the titles included in the alternative retirement formula, shall be subject to a random and reasonable suspicion drug policy. A positive drug test shall result in discharge. The Employer (CMS) and IFPE shall negotiate the impact of this one (1) strike drug policy.

#### CDL Drug and Alcohol Policy

Employees who, because of the requirements of their position, are required to possess a Commercial Driver's License (CDL), shall be subject to random and/or reasonable suspicion drug and alcohol testing according to the following:

If just cause is established as a result of a pre-disciplinary meeting, discipline for violations shall be discharge.

Employees Bidding on Positions Requiring a CDL: An employee covered by the RC-56 Collective Bargaining Agreement who bids on a position requiring a CDL, and is selected, shall be subject to pre-employment drug and alcohol testing procedures prior to the final offer of employment. If such employee tests positive, the employee shall be discharged.

## ARTICLE XXX

### AUTHORITY OF CONTRACT

#### Section 1. Partial Invalidity

Should any part of this Agreement or any provision contained herein be judicially determined to be contrary to law, the remaining portions hereof shall remain in full force and effect.

#### Section 2. Effect of Department of Central Management Services' Personnel Rules and Pay Plan

Unless specifically covered by this Agreement, the Personnel Rules of the Department of Central Management Services and/or the Pay Plan shall control. In the event the Director proposes to change an existing Personnel Rule or the Pay Plan provisions, IFPE shall be notified and be afforded the right to negotiate over the impact, if any, of such change on the bargaining unit members as it relates to wages, hours and conditions of employment prior to its submission to the Civil Service Commission or emergency effective date.

#### Section 3. Increase in Benefits

In the event of any increase in the number of holidays, vacation days, sick days, personal days, or other related non-wage economic benefits granted unilaterally to all employees covered by the Personnel Code or Rules, such increases shall be made applicable to employees covered by this Agreement.

In the event of any decrease in the number of holidays, vacation days, sick days or other non-wage economic benefits the Director shall notify IFPE and upon timely request negotiate with IFPE over the impact of such reductions.

#### Section 4. Obligations to Bargain

This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. Where past practice directly conflicts with the express terms of the contract, the contract shall prevail. The parties agree that the provisions of this Agreement shall supersede any provisions of the Personnel Rules of the Director relating to any of the subjects of collective bargaining contained therein when the provisions of such Personnel Rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and IFPE, for the term of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or

matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement

ARTICLE XXX

TERMINATION

This Agreement shall be effective as of date of signature and shall continue in full force and effect until midnight, June 30, 2008, and thereafter from year-to-year unless not less than 90 days or more than 180 days prior to the expiration of this Agreement either party gives written notice to the other of its intention to amend or terminate this Agreement. If negotiations extend past the expiration date, this Agreement shall continue in effect subject to termination by either party by serving a 10-day written notice. This provision shall be construed in conformity with the Illinois Public Labor Relations Act (5 ILCS 315).

In witness hereof, the parties have hereto set their signatures on the day first above written.

\_\_\_\_\_  
For the State of Illinois

\_\_\_\_\_  
For the Illinois Federation of Public  
Employees, Local 4408, AFT/AFL-CIO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Side Letter

The parties agree to meet to discuss an expedited process regarding position allocation appeals as set forth in the initial placement in classification series covered by this agreement.

\_\_\_\_\_  
For the State of Illinois

\_\_\_\_\_  
For the Illinois Federation of Public  
Employees, Local 4408, AFT/AFL-CIO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Side Letter

Employees who were previously PSA Opt. 5's prior to the agreement and red circled at the time of the initial agreement; for layoff purposes only, the eligible employees shall be treated as if they were classified as Site Superintendent III.

\_\_\_\_\_  
For the State of Illinois

\_\_\_\_\_  
For the Illinois Federation of Public  
Employees, Local 4408, AFT/AFL-CIO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





## APPENDIX A

***Effective July 1, 2007***

<b>Classification</b>	<b>Salary Plan</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
Natural Resources Grant Coordinator	RC-056-19	4273	4475	4683	4880	5083	5392	5497	5717
Plant & Pesticide Specialist Supervisor	RC-056-19	4273	4475	4683	4880	5083	5392	5497	5717
Site Superintendent I	RC-056-19	4273	4475	4683	4880	5083	5392	5497	5717
Veterinary Consumer Safety Officer	RC-056-19	4273	4475	4683	4880	5083	5392	5497	5717
Warehouse Examiner Supervisor	RC-056-19	4273	4475	4683	4880	5083	5392	5497	5717
Agriculture Executive	RC-056-20	4513	4723	4924	5163	5377	5703	5816	6049
Natural Resources Program Coordinator	RC-056-20	4513	4723	4924	5163	5377	5703	5816	6049
Natural Resources Manager I	RC-056-20	4513	4723	4924	5163	5377	5703	5816	6049
Natural Resources Site Manager I	RC-056-20	4513	4723	4924	5163	5377	5703	5816	6049
Agriculture Land & Water Resource Supervisor	RC-056-21	4770	5000	5233	5472	5700	6055	6176	6423
Site Superintendent II	RC-056-21	4770	5000	5233	5472	5700	6055	6176	6423
Veterinary Supervisor I	RC-056-21	4770	5000	5233	5472	5700	6055	6176	6423
Natural Resources Manager II	RC-056-22	5046	5292	5542	5799	6040	6416	6544	6806
Natural Resources Site Manager II	RC-056-22	5046	5292	5542	5799	6040	6416	6544	6806
Veterinary Supervisor II	RC-056-22	5046	5292	5542	5799	6040	6416	6544	6806
Site Superintendent III	RC-056-23	5356	5631	5899	6171	6439	6843	6979	7258
Veterinary Pathologist	RC-056-23	5356	5631	5899	6171	6439	6843	6979	7258
Natural Resources Manager III	RC-056-24	5529	5816	6094	6375	6658	7057	7217	7505